

## Real Estate Mortgage Note

May 1, 2013

\$68,000

Hoover, Alabama (Shelby County)

On demand, for value received, the undersigned Joseph C. and Andrea G. Marquez, residents of the State of Alabama ("Debtors"), promise to pay on demand as set forth below, to Joan G. and Donald J. Downs ("Creditors"), or order, at 5551 Timberhill Road, Birmingham, Alabama 35242, the principal sum of \$68,000.00 in lawful money of the United States, together with interest from the above date of this note at a rate of 6.00% per annum on the unpaid principal until maturity or acceleration as hereinafter provided. Payments of interest only for the first sixty (60) months at \$340.00 per month with principal payment due on May 1, 2018. As security for the Creditors, real property located at 4087 Highland Ridge Road, Birmingham, Alabama 35242, owned by Debtors, will be used as collateral for this note.


This note may be prepaid without penalty.

This note is freely transferable. The creditors may transfer or assign the note or any obligations arising under this note, including the sums due or to become due hereunder, and in such event the creditors assignee shall have all of the creditors' rights and remedies hereunder. The Debtors agree to pay all cost of collecting or securing, or attempting to collect or secure, the amount due or to become due, the creditors or assignee, including reasonable attorney's fees, whether the same be collected or secured by any attorney consulted with reference to the suit or otherwise. The Debtors' further waive demand, presentment, protest suit and all other requirements necessary to hold them liable.

In the event the Debtors default in the payments under this note, or any other terms, obligations and conditions hereof, or in the event of insolvency of, judgments against, bankruptcy, filing of application in any court for receiver for the debtors, or in the issuance or writs of garnishment or attachment in a suit against any of the assets of the debtors, then the option by the holder shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Time is of the essence of this note.

In the event the Creditors pass prior to the repayment of the entire amount of this note, then any unpaid balance of this note, including interest to date of death, shall apply first to any inheritance, bequest, devise or share of the estate that would result because of the Creditors' death that Joseph C. Marquez may receive.

The Debtors hereby waive to the extent allowed by law, as to this debt, or the renewal thereof, all personal property rights of exemption under the constitutional laws of the State of Alabama, or of any other state, in connection with or related to the collection of indebtedness created herein, whether by garnishment, levy, attachment or any other process of law.

  
20140224000049800 1/3 \$122.00  
Shelby Cnty Judge of Probate, AL  
02/24/2014 12:01:18 PM FILED/CERT

IN WITNESS HEREOF said DEBTORS and CREDITORS have hereunto set their signature on this the 1<sup>st</sup> day of May 2013

DEBTORS:

*Joseph C. Marquez* 5/3/13

Joseph C. Marquez Date

*Andrea G. Marquez* 5/3/13

Andrea G. Marquez Date

CREDITORS:

*Joan G. Downs* 5-2-13  
Joan G. Downs Date

*Donald J. Downs* 5/2/13  
Donald J. Downs Date

Notary Public:

*Whitney Leigh Aythorn* 5/3/13

Commission expires: 1/8/17


  
20140224000049800 2/3 \$122.00  
Shelby Cnty Judge of Probate, AL  
02/24/2014 12:01:18 PM FILED/CERT

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 70, according to the Survey of Final Plat of The Mixed Use Subdivision Inverness Highlands, as recorded in Map Book 34, page 45 A & B, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) 10 foot easement on front and 10 foot easement thru lot, as shown by recorded map; (3) Sink Hole Prone Areas as shown by Map Book 34, page 45 A & B, Shelby County, Alabama; (4) Easement to Southern Bell Telephone and Telegraph Company, as recorded in Volume 320, page 878, in the Probate Office of Shelby County, Alabama; (5) Easement to the Water Works Board of the City of Birmingham, as recorded in Volume 312, page 926, in the Probate Office of Shelby County, Alabama; (6) Easement recorded in Volume 347, page 866 in the Probate Office of Shelby County, Alabama; (7) Easement to Alabama Power Company recorded in Real 340, page 804, Real 348, page 751, Misc. Volume 14, page 424, Real 34, page 614, Real 84, page 298, Real 340, page 816, Real 105, page 875 and Real 131, page 763, in the Probate Office of Shelby County, Alabama; (8) Easement to Shelby County Education Board recorded in Instrument 1999-29881 in the Probate Office of Shelby County, Alabama; (9) Easement to BellSouth Telecommunications recorded in Instrument 1999-29883, in the Probate Office of Shelby County, Alabama; (10) Restrictions or Covenants appearing of record in Real 268, page 605 in the Probate Office of Shelby County, Alabama; (11) Declaration of Protective Covenants (Commercial) as recorded in Instrument 20031205000788490 in the Probate Office of Shelby County, Alabama; (12) Declaration of Protective Covenants (Residential) as recorded in Instrument 20031205000788490 in the Probate Office of Shelby County, Alabama; (13) Rights of others in and to that certain Reciprocal Easement Agreement recorded in Instrument 20031205000788530 in the Probate Office of Shelby County, Alabama; (14) Restrictions appearing of record in Instrument 20050110000014390 in the Probate Office of Shelby County, Alabama; (15) Restrictions and easements regarding Alabama Power Company, recorded in Instrument 20050204000058110 in the Probate Office of Shelby County, Alabama.

Grantor makes no warranties as to title to the mineral and mining rights of the property being conveyed.